

Notice of Sale

C/A No: 2011-CP-02-02621

BY VIRTUE OF A DECREE of the Court of Common Pleas for Aiken County, South Carolina, heretofore issued in the case of Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing LP against, Lewis V. Howell, Judy B. Howell, Mortgage Electronic Registration Systems, Inc. solely as nominee, and Regions Bank, I the undersigned as Master in Equity for Aiken County, will sell on October 7, 2013, at 11:00 am o'clock, at the Aiken County Courthouse in Aiken, South Carolina, to the highest bidder:

Legal Description and Property Address:

All that certain piece, parcel or lot of land, containing 1.77 acres, situate, lying and being Southwest of the City of Aiken, County of Aiken, State of South Carolina, being shown and designated as Lot Number 5, Phase I, Huntcliff, as shown upon a plat prepared for Mixon Brothers by CSRA Consulting Engineers dated November 11, 1977, and recorded in Plat Book 9, at page 18, Records of Aiken County, and, according to said plat to bound and measure as follows: On the North by Lot 6, said plat, 444.55 feet; on the East by Trail Point, 163.19 feet; on the South by Lot 5A, said plat 431.44 feet; and on the West by Lot 3, 190 feet.

This being the same property conveyed to Lewis V. Howell and Judy B. Howell by deed of L.C. Mixon and Thomas E. Mixon, dated April 20, 1978 and recorded on May 10, 1978, in the Register of Deeds Office for Aiken County, South Carolina in Book 602 at page 105. Thereafter, Lewis V. Howell and Judy B. Howell conveyed said property to Lewis V. Howell and Judy B. Howell, as joint tenants and not as tenants in common by deed dated June 30, 2011 and recorded on July 22, 2011, in the Register of Deeds Office for Aiken County, South Carolina in Book 4365 at page 291.

2115 Trail Point, Aiken, SC 29803

TMS#: 090-07-06-010

TERMS OF SALE: For cash. Interest at the rate of 6.125 % to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, do, upon the acceptance of his or her bid, deposit with the Master in Equity for Aiken County a certified check or cash in the amount equal to five per cent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within 20 days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. As a personal or deficiency judgment is demanded, the bidding will remain open for a period of thirty (30) days pursuant to S.C. CODE Ann. Section 15-39-720 (1976). If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

Master in Equity For Aiken County

KORN LAW FIRM, P.A. Attorney for Plaintiff 1300 Pickens Street Columbia, SC 29211

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